

AGREEMENT

This Agreement is entered into by and between:

MANATRON, INC.
Hereinafter the "Company"
4625 West 86th Street, Suite 800
Indianapolis, Indiana 46268

And

CRAWFORD COUNTY, INDIANA
Hereinafter the "Customer"
County Courthouse
English, Indiana 47118

GENERAL TERMS AND CONDITIONS

I. PAYMENT

The Company shall invoice 25% of the equipment and/or software amount on Agreement execution, 60% on shipment and 15% on Acceptance, except for those instances in which the total hardware and/or software amount is less than \$10,000, in which case said amount shall be invoiced 100% on installation. Services shall be invoiced as provided, except for maintenance and support services which shall be invoiced annually, in advance, commencing on the first of the month next following installation. Unless Customer notifies Company that it rejects the hardware and/or software as non-conforming, hardware and/or software shall be deemed to be accepted by Customer thirty (30) days after installation.

Customer agrees to pay Company within thirty (30) days of receipt of an invoice. Customer agrees to pay a late payment charge at the rate of one and one-half percent (1 1/2 %) per month, or at the maximum late payment charge permitted by applicable law, whichever is greater, on any unpaid amount for each calendar month, or fraction thereof, that such payment is unpaid. Additionally, in the event payment is not received within 90 days of receipt of an invoice, Company reserves the right to repossess the hardware and/or software delivered and to discontinue all services under this Agreement

II. TAXES

Unless proof of exemption therefrom is provided, the Customer shall pay the Company all taxes (excluding taxes based on the Company's net income) together with penalties and interest related to prices, other charges, the equipment, software or services furnished under this Agreement, however designated, levied or based, whenever the Company must pay or collect the tax from the Customer according to applicable law, as interpreted by the departmental authorities of the taxing unit. It shall be the Customer's sole obligation to challenge the applicability of any tax. Any personal property taxes assessable on the equipment after shipment shall be borne by the Customer.

III. LIMITATION OF LIABILITY

During the term of this Agreement, Company shall maintain insurance coverage covering its operations as follows:

- A. Workers' compensation and Employers' Liability in amounts no less than the limits of liability required by law.
- B. Automobile Liability in an amount no less than \$1,000,000.

SCHEDULE A – EQUIPMENT/OPERATING SYSTEM SOFTWARE

I. EQUIPMENT

None

NOTE: Customer may be required to provide on-site assistance via telephone for remedial hardware and/or software maintenance.

II. OPERATING SYSTEM SOFTWARE

Description	Users	Price	Monthly Service Price
Microsoft Windows 2000 Server	1	<i>DELETE Child product</i>	
Microsoft Windows 2000 Media	1		
Microsoft Windows 2000 Additional Client Access Licenses	3		
Backup Exec V8.6 for NT/W2K Server Edition	1		
PCAnywhere V10.5 (host & remote)	1		
PCAnywhere V10.5 (host only)	1		
Microsoft SQL Server Standard	1		
Microsoft SQL Server 2000 Media	1		
Microsoft SQL Server 2000 Additional Clients	3		
Total Operating System Software		\$3,249.00	\$305.00

1660.00

SCHEDULE A TOTAL – Plus Shipping and Handling \$3,249.00

SCHEDULE B- APPLICATION SOFTWARE

I. APPLICATION SOFTWARE LICENSE(S)

Description	Users	Price	Monthly Service Price
CAMA APPRAISAL/ASSESSING			
CAMA Appraisal - Proval Upgrade (50 IAC 2.3) *	3		
Total Application Software		\$15,000.00	**

* See Attachment 1 – Addendum

** Support fee will remain at current amount.

II. APPLICATION SOFTWARE ALLOWANCE

-\$15,000.00

SCHEDULE B TOTAL

\$0.00

SCHEDULE C- PROFESSIONAL SERVICES

I. IMPLEMENTATION/SOFTWARE TRAINING/CONSULTATION (To be invoiced as incurred)

Description	No. Of Days	Total Price
CAMA (Proval)		
Total Implementation/Training/Consultation	5	\$3,000.00

Company shall provide training to Customer for the application software in the amounts identified above. Any additional training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner. All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions. Up to six hours of training are included in one "full day" of training. Customer acknowledges the importance of receiving the training provided herein and shall use its best efforts to ensure that said training is fully completed. In any event, Company's obligation to provide said training shall terminate twenty-four (24) months from the date of this Agreement. Manatron recommends one (1) person per PC/terminal, not to exceed 8 per trainer. Customer is responsible for all travel-related expenses associated with implementation/training/consultation.

II. DATA & SYSTEM CONVERSION / TRANSFER / CUSTOMIZATION

Description	Price
Data Conversion Includes: CAMA	
Data Transfer/Customization	
Total Conversion/Transfer/Customization Services	\$5,000.00

Company shall provide conversion services to transfer data associated with the application software identified above. Company shall only convert such data as (i) is required by the new application software provided by this Agreement and (ii) Company is reasonably able to convert. Any data that is not converted by Company, as well as any data files associated with any third party product (such as word processing, spreadsheet, etc.) must be manually converted by Customer

III. MISCELLANEOUS SERVICES

Description	Prices
Pre Installation/Configuration	
Application Software Installation	
System Software Installation	
Total Miscellaneous Services	\$4,000.00

SCHEDULE C TOTAL – Plus Travel Related Expenses

\$12,000.00

SCHEDULE D – PRICING SUMMARY

A. One-Time Costs:

DESCRIPTION	PURCHASE PRICE
SCHEDULE A - EQUIPMENT AND OPERATING SYSTEM SOFTWARE	\$3,249.00
SCHEDULE B - APPLICATION SOFTWARE LICENSE(S) and ALLOWANCE	\$0.00
SCHEDULE C - PROFESSIONAL SERVICES	\$12,000.00
TOTAL PURCHASE PRICE – Plus Shipping and Handling	\$15,249.00

B. On-Going Costs:

MAINTENANCE/SUPPORT/ADMINISTRATION	MONTHLY FEE
SCHEDULE A - EQUIPMENT WARRANTY AND OPERATING SYSTEM SOFTWARE SUPPORT	
SCHEDULE B - APPLICATION SOFTWARE SUPPORT	
TOTAL ON-GOING COSTS	\$305.00

The On-going Costs listed above will either be added to or may replace your current monthly fees.



Helping Government Work

LETTER OF AUTHORIZATION

IN2002 044 Chng.

December 11, 2002

Crawford County
Ms. Tammy Byerly, Assessor
County Courthouse
English, Indiana 47118

1414002

0003949

Dear Ms. Byerly:

This Letter of Authorization ("LOA") will amend your existing Agreement #IN2002.044, and all the terms and conditions of that Agreement will pertain.

Description	Users	Price
- Delete-		
Microsoft Windows 2000 Server	1	-820.00
Microsoft Windows 2000 Media	1	-28.00
Microsoft Windows 2000 Additional Client Access Licenses	3	-108.00
Backup Exec V8.6 for NT/W2K Server Edition	1	-633.00
Total Operating System Software		-\$1,589.00

Approval of this Letter of Authorization constitutes your authorization of the change to your existing Agreement. Please sign and send one copy of the Letter of Authorization to Manatron, and retain one for your records. For your convenience, I have enclosed an address label that can be affixed to an envelope for return of the signed Letter of Authorization to Manatron.

ACCEPTANCE

Accepted:

MANATRON, INC.

By Paul Lybster
Title CEO
Date December 11, 2002

Accepted: **CRAWFORD COUNTY, INDIANA**

By Tammy Byerly
Title Assessor
Date 12/13/02

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